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being unable to obtain promptly the last utterances of the Supreme Court, and we know of one instance already **Virginia Appeals.** in which the "Virginia Appeals" came as a messenger of peace bringing the case of Fraternities Accident Order *v.* Armstrong; the result was a compromise, and useless and expensive litigation was avoided. The head-notes are carefully prepared, and with unusual brevity, by the erudite and accomplished librarian of the Court of Appeals. We feel sure that this book will be received favorably by the Virginia bar, as it richly deserves to be.

NOTES OF CASES.

Interstate Commerce.—A shipment by express, without order, by a dealer in one state to one whose name he has learned in another, with directions to the express company to collect the price before delivery, is held, in *Adams Express Co. v. Com.* (Ky.) 5 L. R. A. (N. S.) 630, not to constitute interstate commerce.

Telegram—Failure to Deliver—Damages—Conflict of Laws.—Breach of a contract promptly to deliver a telegram to a person in another state is held, in *Western U. Teleg. Co. v. Lacer* (Ky.) 5 L. R. A. (N. S.) 751, to take place at the place where the sendee was, and not at the place where the mistake in changing the address occurred, in the state where the contract was entered into, so that the courts of the former state, in which the action is brought, will apply its own rule as to damages for mental anguish, and not that of the state where the contract was made.

Revival of Suits and Actions—Conflict of Laws.—That an action for personal injuries to a nonresident in the state of his residence may, upon his death, be revived in favor of an administrator appointed for that purpose, is held, in *Pyne v. Pittsburg, C. C. & St. L. R. Co.* (Ky.) 5 L. R. A. (N. S.) 756, where the local statute provides that such action shall not die with the person, although by the law of his residence it would have done so.

Contracts—Signing.—Words written on the back of a contract blank as a portion of the instrument to be signed by the parties are held, in *Bonewell v. Jacobson* (Iowa) 5 L. R. A. (N. S.) 436, to